

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.113
(ID # 4670)

MEETING DATE:

Tuesday, August 29, 2017


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Cooperative Agreement with the Eastern Municipal Water District, Interstate 215 and Scott Road Interchange Improvements, California Environmental Quality Act Finding of Nothing Further is Required. City of Menifee and City of Murrieta; 3rd District, [\$63,125 - Total]; Eastern Municipal Water District (100%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the relocation of the Eastern Municipal Water District (EMWD) facilities for the Interstate 215 and Scott Road Interchange Project have been fully analyzed in the Categorical Exclusion/Mitigated Negative Declaration and nothing further is required; and
2. Approve the Cooperative Agreement for the Construction of Eastern Municipal Water District (EMWD) Facilities as part of the Interstate 215 and Scott Road Menifee / Murrieta Area; and
3. Authorize the Chairman of the Board to execute the Cooperative Agreement on behalf of the County of Riverside (County).


ACTION: Policy


Patricia Romo, Director of Transportation 8/1/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: TLMA-Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 63,125	\$ 0	\$ 63,125	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: EMWD (100%). There are no County or City funds used for this Agreement.			Budget Adjustment: No	
			For Fiscal Year: 2017/2018	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside is the lead agency for the development of the project to construct interchange improvements at Interstate 215 and Scott Road, within the Cities of Menifee and Murrieta. The County is developing the project on behalf of the City of Menifee, and construction is anticipated to begin in 2018.

Eastern Municipal Water District owns water and sewer facilities that are in conflict with the project improvement, and has requested the County to include the necessary relocation and adjustment work in the County's construction contract. The County Transportation Department (Transportation Department) recommends that the work be included in the County's contract to provide for the best coordination of the utility-related work with the work included in the County's construction project. All costs under the agreement will be funded by EMWD.

EMWD has executed the submitted Cooperative Agreement. County Counsel has approved the Cooperative Agreement as to legal form.

Project No: B3-0689

Environmental Finding

Pursuant to the California Environmental Quality Act (CEQA), the State of California Department of Transportation, District 8 (Caltrans), as lead agency, prepared an Initial Study and adopted a Mitigated Negative Declaration (MND) and made a National Environmental Policy Act (NEPA) Categorical Exclusion Determination and approved the Interchange Project on December 2, 2010. An Addendum to the MND was prepared and considered and a NEPA/CEQA Re-Validation Conclusion Form was approved on November 28, 2012 by Caltrans. A second Addendum to the MND was prepared and considered and a NEPA/CEQA Re-Validation Conclusion Form was approved on November 11, 2016 by Caltrans.

The relocation of EMWD facilities for the Project has been fully analyzed in the CE/MND and the subsequent Re-Validations. Based on the analysis in the CE/MND and Re-Validations, nothing further is required for CEQA compliance.

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STATE OF CALIFORNIA

Impact on Citizens and Businesses

The work will be performed by the County's contractor, who will perform public outreach to area residents and schools. All work will be performed so as to minimize inconvenience to the public.

Additional Fiscal Information

All costs will be paid by EMWD. No County, including general fund, or City funds will be used for the work requested by EMWD.

Contract History and Price Reasonableness

N/A


ATTACHMENTS

Vicinity Map

Cooperative Agreement


Marsha Victor, Chief Deputy County Counsel

8/3/2017


Tina Grande, Principal Management Analyst

8/10/2017


Gregory V. Priarios, Director County Counsel

8/4/2017

ATTACHMENT A: Vicinity Map



In Riverside County in the Cities of Murrieta and Menifee
on Interstate 215 from 0.75 miles south (PM 14.8) to 0.65 miles north (PM 16.2)
of the Scott Road Overcrossing

**Cooperative Agreement for the Construction of
Eastern Municipal Water District Facilities
As Part of the Interstate 215 and Scott Road
Menifee / Murrieta Area**

This Agreement is made and entered into this 29th day of August, 2017, by and between the Eastern Municipal Water District (hereinafter, "District"), a public agency, and the County of Riverside, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, the County, acting as lead agency, is in the process of preparing public bid documents to construct road and bridge improvements at the Interstate 215 and Scott Road interchange, within the cities of Menifee and Murrieta within Riverside County, California (hereinafter "Project") and;

WHEREAS, District desires for County to include the relocation of a 12 inch water pipeline and the reconstruction and adjustment of various facilities owned by District which are in conflict with Project, as outlined on the Project documents in the construction contract for Project at the expense of District, and;

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto and by this reference incorporated herein, is to set forth the financial and other arrangements between County and District for the construction of District's facilities.

NOW THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. DESCRIPTION OF WORK

Construction of the relocation of the relocation of a 12 inch potable water pipeline, adjustment to grade of manhole covers, reconstruction of manholes, adjustment of water valve caps, and abandonment of existing 8 inch pipeline, (hereinafter "The Work" and "District's Facilities"), located within County's project area as shown on the project improvement plans, on file with the County and described in Exhibit "A" and Exhibit "A-1" attached.

AUG 29 2017 3.113

2. FINANCIAL PARTICIPATION

The total estimated bid cost for the construction of the District Facilities is \$63,125, as described in Exhibit "A" and Exhibit "A-1". It is mutually understood that this estimate does not include costs for construction inspection by District's inspector, or incidental costs, which shall be borne by District.

In the event that changes affecting The Work made during construction require additional work to be performed, that additional work shall be financed by District.

The Work, which District has requested to be included in County's construction contract as described in Exhibit "A" and Exhibit "A-1", will be constructed at the sole expense of District, including contract administration expenses.

District shall deposit with the County the amount of one hundred percent (100%) of the construction costs, in accordance with Exhibit "A" and Exhibit "A-1", not later than 30 days after District's receipt of County's invoice.

Upon completion of all The Work, County shall calculate all final costs incurred to the project for the construction of The Work, and shall submit to District a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by District, and the total sum remaining due from District, if any. Any sum remaining unpaid shall be paid by District within sixty (60) calendar days from the date of submission of final invoice statement by County. Any amounts due to District shall be paid by County within sixty (60) calendar days from date of the final invoice statement.

If the total project costs exceed the total estimated cost, as shown on Exhibit "A" and Exhibit "A-1", by an amount greater than 25%, an amendment to this agreement shall be executed by both parties.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

District shall cause the preparation of detailed construction plans, specifications and cost estimate for The Work, which have been reviewed and approved by both County and District. County shall utilize said engineering documents to be utilized for the construction of The Work.

4. CONSTRUCTION BIDS AND AWARD OF CONTRACT

District has elected to have District's Facilities constructed by the County's contractor. The construction bid package has identified District's Facilities as separate bid items. Upon receipt of the bids and determination of the lowest responsive, responsible bid, County shall notify District of its identified portion of the construction costs and request District to provide written authorization to County to award the contract to include construction of District's Facilities.

District shall notify County of its decision no later than ten (10) days after District's receipt of bid selection from County. If District informs County in writing that it does not approve award of The Work, then District agrees to do The Work with its own or contract forces so as to not delay construction schedule of County.

5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All District Facilities furnished, constructed and installed by County's contractor shall be installed in compliance with District's plans and specifications. All materials furnished by County's Contractor shall conform to District's approved material list. Any and all deviations from said plans and specifications shall be approved by District, in writing, prior to being made. Change orders involving District Facilities will not be implemented by the County without District's prior written approval which shall not be unreasonably delayed, conditioned or withheld. However, District agrees that County's Engineer, who is the County's on-site construction manager, may order the Change Order or additional work, in advance of receipt of written authorization from District, if the County Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either County or District. County's Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and District shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible. District shall be responsible for delay claims asserted by the Contractor resulting from District's failure to respond timely to any request for approval of a Change Order or additional work.

County's Engineer shall notify District immediately, within 8 hours, after ordering urgently needed change or additional work affecting District's Facilities.

District shall be responsible to inspect the furnishing and installation of all District Facilities and the performance of the involved work by County's Contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's Engineer. District's inspection personnel shall have the authority, through the County's Engineer, to enforce District's construction plans and specifications for the involved facilities, which District shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's contractor without cost to District. It is mutually understood, however, that the construction contract is between County and its Contractor, and that communication and cooperation must be maintained between County's Engineer and District's Inspector. County will not provide inspection to District's Facilities except as it may affect construction of Project.

All inspection costs incurred by District will be solely financed by District in accordance with Section 2 above, Exhibit "A", Exhibit "A-1" and the additional provisions of this agreement. Contract administration costs attributable to District's Facilities shall be borne in accordance with Section 2, and shall be a fixed amount of 5% of the bid prices as specified on Exhibit "A" and Exhibit "A-1". Administrative costs shall include costs for coordination, insertion of District's plans and specifications in County bid documents, bidding, preparation of contracts, administration of contract, and other tasks associated with the administration of The Work.

Trench backfill materials testing costs attributable to District's Facilities shall be the responsibility of District, and shall be a fixed amount of 5% as shown on Exhibit "A" and Exhibit "A-1".

Survey costs attributable to District's Facilities shall be the responsibility of District, and shall be a fixed amount of 5% as shown on Exhibit "A" and Exhibit "A-1".

County and District agree that the estimate for administrative, trench backfill materials testing and survey costs shall be the final costs, and that an actual accounting of costs would be burdensome.

6. RECIPROCAL INDEMNIFICATION

COUNTY shall indemnify and hold harmless the DISTRICT, its directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. COUNTY shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT, its directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim relating to this agreement. With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification of DISTRICT. COUNTY's obligations hereunder shall be satisfied when COUNTY has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless the DISTRICT.

DISTRICT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. DISTRICT shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim relating to this agreement. With respect to any action or claim subject to indemnification herein by DISTRICT, DISTRICT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT's indemnification of COUNTY. DISTRICT'S obligations hereunder shall be satisfied when DISTRICT has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DISTRICT's obligations to indemnify and hold harmless the COUNTY.

7. COUNTY TO PROVIDE INSURANCE

For the period during which County or its contractor(s) controls the job site, County will provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering District's officers, employees and agents as additional insured.

8. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

9. NOTICES

Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1st Class postage prepaid and addressed as follows:

COUNTY OF RIVERSIDE
Transportation Department
P.O. Box 1090
Riverside, CA 92502
Attn: Patricia Romo, Director

Eastern Municipal Water District (EMWD)
P.O.Box 8300
Perris, Ca 92572-8300
Attn: Armando Arroyo, Senior Civil Engineer

Notice shall be deemed given 3 days after deposit is in the mail.

10. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by the County and District and by execution by their respective authorized representatives.

11. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single agreement. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.



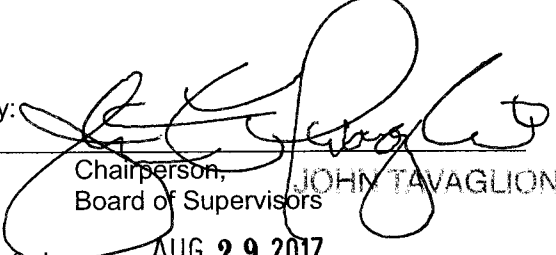
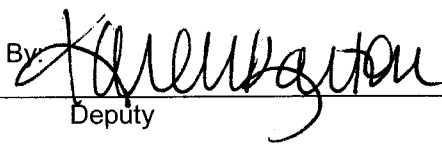

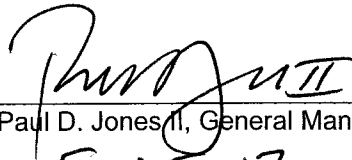
<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Patricia Romo Director of Transportation</p> <p>Dated: <u>8-1-17</u></p> <p>APPROVED AS TO FORM: Gregory Priamos County Counsel</p> <p>By:  _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By:  _____ Chairperson, Board of Supervisors JOHN TAVAGLIONE</p> <p>Dated: <u>AUG 29 2017</u></p> <p>ATTEST: Kecia Harper-Ihem Clerk of the Board</p> <p>By:  _____ Deputy</p>
<p>EASTERN MUNICIPAL WATER DISTRICT</p>	<p>EASTERN MUNICIPAL WATER DISTRICT</p>
<p>ATTEST:</p> <p>By:  _____ Sheila Zelaya, Board Secretary</p> <p>Dated: <u>05/15/17</u></p>	<p>APPROVALS</p> <p>By:  _____ Paul D. Jones II, General Manager</p> <p>Dated: <u>5.15.17</u></p>

EXHIBIT "A"
To the Cooperative Agreement
Between the County of Riverside
And The Eastern Municipal Water District

Construction of
Eastern Municipal Water District Improvements
Interstate 215 and Scott Road
Menifee / Murrieta Area

<u>Improvement</u>	<u>Estimated Cost</u>
Relocations, Adjustments and Reconstruction Of EMWD Facilities per Exhibit A-1	\$ 50,500
Subtotal	\$ 50,500
Construction Contingencies (10%)	5,050
Construction backfill materials testing (fixed) (5%)	2,525
Construction Survey (fixed) (5%)	2,525
Administrative Costs (fixed) (5%)	<u>2,525</u>
Total Estimated Cost:	\$ 63,125
Deposit amount (100%)	\$ 63,125

SCOTT RD. I-215 RELOCATION OF FACILITIES

Exhibit A-1

Item No.	Additive Bid Items - EMWD - I215/Scott Rd. Project No. B3-0689	Sheet No.	Sta.	Unit	Quantity	Unit Price	Total
1	Furnish and install all necessary materials, labor, and equipment for the construction of the 12-inch CML&C water pipeline relocation per SK-1259, including but not limited to the installation of all necessary appurtenances, CTS, AV/AR, weld joints, dewatering of existing pipeline, all testing, connections, start-up as specified, removal and disposal of existing pipeline, and trench backfill per EMWD standards, contract drawings, and specifications, complete and in place.	U-8	SCT 75+00	LS	1	\$25,000.00	\$25,000.00
2	Furnish and install all necessary materials, labor, and equipment to adjust existing manhole covers to new grade per EMWD standards, contract drawings, and specifications, complete and in place	U-7,8	SCT 46+47, SCT 79+00,	EA	2	\$1,000.00	\$2,000.00
3	Furnish and install all necessary materials, labor, and equipment to reconstruct existing manholes per EMWD standards, contract drawings, and specifications, complete and in place	U-8	SCT 74+00, ANT 100+04,	EA	2	\$3,800.00	\$7,600.00
4	Furnish and install all necessary materials, labor, and equipment to adjust existing water valve caps to new grade per EMWD standards, contract drawings, and specifications, complete and in place	U-7,8	"SCT" 46+03; 46+29; 46+30; 46+32; 46+23; 46+47; 49+54; 51+10; 52+50; "Z-H" 10+45; 10+47; 11+06; "SCT" 73+13; 74+39; 75+32; 75+34; 75+37; 75+42; 75+46; 75+47; 76+12; "ANT" 99+46; 99+48; 73+18; 73+23; 73+27; 73+28; 73+42.	EA	28	\$500.00	\$14,000.00
5	Furnish and install all necessary materials, labor, and equipment to abandon existing 8" water line, remove water valve and end plug with 12" of concrete per EMWD standards, contract drawings, and specifications, complete and in place	U-7	SCT 52+00- 57+15	EA	1	\$1,900.00	\$1,900.00
TOTAL							\$50,500.00